



LAND FOR LIFE

Dialogue for Change

Sierra Leone

Terms of Reference

For the design, development of a compendium
of policies as an Organizational manual for
Land for Life Initiative

Sierra Leone



Federal Ministry
for Economic Cooperation
and Development

Profile

Theme	Compendium of policies as Organizational Manual
Sector	Programme Steering
On behalf of Land for Life	National Convener – Land for Life
Direct Line Manager	National Coordinator, Land for Life
Purpose	To develop a compendium of policies as Organizational Manual of Land for Life Sierra Leone
Date:	15th October - 15th November, 2022
Deadline for receipt of Interest	25th October, 2022 at 16:00 hr

1. About Land for Life Initiative

Land for Life is a multi-country initiative of civil society partners in Burkina Faso, Ethiopia, Liberia and Sierra Leone. Land for Life aims to contribute to the formulation and implementation of policies and laws on land governance and agricultural investments that are consistent with international standards to support national food security, especially for vulnerable people in rural communities. As a core strategy, we facilitate multi-actor processes to promote a culture of people-centered land governance in the four countries.

The initiative is financially supported by German Ministry for Economic Cooperation and Development (BMZ) through a German NGO - Welthungerhilfe (WHH). The Civil Society Academy (CSA)¹ provides technical backstopping support and accompany the implementation of the initiatives in the four countries.

1.1. Land for Life in Sierra Leone

Land for Life started in Sierra Leone in January, 2019 with pilot phase that ended in August, 2020. A second phase (in the mid of which we are), continued immediately from September, 2020 to end in December, 2023.

At the planning of this phase-two, the desire was to transform the Initiative to a stand-alone, legally registered entity in Sierra Leone. The decision was thus reaffirmed at a meeting held in Bo city on the 10th July, 2021 where heads of the current four existing member organizations, district facilitators and staff of the Secretariat agreed to take Land for Life beyond project level and be better organized for an enhanced, sustainable engagement on land issues in Sierra Leone. Towards that goal, in August, 2022, we completed the incorporation process as a company limited by guarantee. Therefore, at this stage, Land for Life is a legally registered non-profit civil society-led organization in Sierra Leone.

Under our current structure, The Network Movement for Justice and Development (NMJD) is the Consortium Lead. The other organizations: United for the Protection of Human Rights (UPHR) in PortLoko, Partners Initiative for Conflict Transformation (PICOT) in Pujehun and Forum for Human Rights and Developments in Tonkolili district, are consortium members.

NMJD's Executive Director is the National Convener (now elected as Chairman of the Executive Board) and works closely with Welthungerhilfe's Country Directors to provide leadership for the Initiative.

¹ <https://www.civilsocietyacademy.org/>

A Secretariat headed by a National Coordinator, supported by M&E/Communication Officer is in Freetown to provide administrative support to the Consortium partners.

2. Scope of Work

As a stand-alone legal entity, the operations of Land for Life are required to be guided by policies. For the start, four policies are being identified as thus:

- a. Human Resource (Personnel) Policy
- b. Finance Policy
- c. Procurement Policy
- d. Safeguarding Policy
- e. Data management, privacy, branding and style-guide Policy (we already have a global style guide)

With this desire, the scope of this engagement is for a professional individual or institution incorporated in Sierra Leone with a wealth of understanding of Sierra Leone's legislative ecosystem and with a rich experience of comparative standards existing in other organisation, to produce a manual as a compendium of these policies.

We have no idea how short or lengthy these policies should be. What we desire is a document that address all, or significantly, a larger part of all legal issues pertaining to organizational policies within the legal framework of Sierra Leone and international best standard.

2. Rationale, Overall Goal, Objective and Outputs

We cannot exist as an entity without these policies, otherwise our existence is misguided and bound to be chaotic. To prevent this, we want to a Land for Life with very clear foresight of structure and policies in line with the laws of the land and in consistent with standards existing in other modern organizations. Towards this, we envisage modern administration that upholds human rights, value for human resource, accountability and professionalism as the core mantra of our work.

Thus, the rationale of this contract is to establish a legal contractual relationship with a professional Service Provider (individual or entity) to support us have the police outlined above.

- 2.1. **Goal** - The overall goal is for Land for Life Sierra Leone to have an organizational manual, precisely described as a compendium of policies arranged in chapters to guide its future operations as a stand-alone legal entity in Sierra Leone.
- 2.2. **Objective** – The Service Provider to use their expertise to develop a booklet, to be referred to as Land for Life Organizational Manual, which shall contain a set of policies organized in chapters that shall guide the operations of LfL.
- 2.3. **Key output (collective actions)** - The following actions shall be delivered:
 - a. Service provider prepares a quotation indicating the exact total cost of work;
 - b. Service Provider holds a briefing/planning meeting with Land for Life Secretariat;
 - c. LfL develops a contract, based on terms expressed here in this call;
 - d. Contract is signed, Service Provider sends in invoice for first tranche payment;
 - e. Service provider holds a policy development session with key stakeholders within Land for Life;
 - f. Service provider produces first draft of Organizational Manual in the desired format;
 - g. A review and evaluation session is held with key stakeholders of LfL;
 - h. Final copy of Organisational manual is submitted;
 - i. Final payment. Close of contract;
 - j. Appraisal letter (certificate of completion) is delivered by Land for Life

3. RESPONSIBILITIES

Responsibilities shall be shared between Land for Life and service provider, as detailed below:

3.1. Responsibility of Land for Life

- i. Provides ALL the necessary financial resources required for **Service Provider** to accomplish this action;
- ii. Provides administrative support to the **Service Provider** – this shall include the provision of relevant documents, insights and views required to inform the policies;
- iii. Supervises the activities throughout the process;

3.2. Responsibilities of Service Provider

In the successful implementation of the activities outlined in the collective action above, the Service Provider shall use all necessary expertise to initiate/adapt and elaborate a Land for Life Organizational Manual, to contain the policies listed above and to be organized in chapters, compiled as a compendium of policies.

Some specific task shall include:

- Technical (including legal) guide to the policy pathway, structure and framework of Land for Life;
- Takes full responsibility for the content of the policies and be willing to review, restructure, expunge or update within the period that the contract is valid;
- Where within the existing legal framework it is discovered that a certain policy provision is inaccurate, bereft of reality or inadequate for purpose, the Service Provide shall take responsibility to review the said policy accordingly;
- Shall edit to address all grammatical and content issues, takes responsibility for the graphic design and layout of the organisational manual;
- Presents final copy of organizational manual in both editable MS Word and PDF layout.

4. Finance and mode of payment

- a. The contract fee shall be negotiated with the potential service provider.
- b. Withholding Tax shall be deducted from the total contract value accordingly;
- c. First payment of **40%** shall be paid upon signing contract;
- d. Second payment of another **40%** shall be paid upon the production of the first complete draft of the organizational manual
- e. Final **20%** payment shall only take effect after all review issues are addressed

6. Miscellaneous – Conflict resolution, termination and waiver of claim of insurance.

It shall be agreed upon signature that:

- i. Both parties are committed to a productive engagement that shall be devoid of any conflict;
- ii. That in case any conflict arises, both parties agree to use dialogue as first channel to resolve such conflict, and where this fails, a trusted independent person shall be called to mediate;
- iii. That both parties agree to not resort to any court actions except there is evidence of blatant negligence, action or inaction that has resulted to a serious economic or reputational damage to the other party;

- iv. This is a short-term contract, either parties can decline at any point, but with a minimum of 10 days notices before the next line of action and the party declining from the contract shall do so for a valid legal reason, otherwise be willing to refund all resources spent;
- v. This is a short-term contract, therefore all rights to claim of benefits to insurance compensation for or any form of remittance outside the stipulated budget, are hereby waived by both parties;
- vi. In a situation where work is not completed to the satisfaction of Land for Life, and the Service Provider is not cooperating to make the necessary resolve, Land for Life will request refund in full of any advance payment made to the Service Provider.



Coordinating CSO



Other Consortium Partners



Federal Ministry
for Economic Cooperation
and Development

Funded by: **BMZ through Welthungerhilfe**

